



# STATE OF ARIZONA

## REQUEST FOR QUOTATION

### FAX ON DEMAND

QUOTATION NUMBER DC050382DUE DATE May 5, 2005 AT 5:00 P.M. M.S.T.**MAILING ADDRESS:**

ARIZONA DEPARTMENT OF CORRECTIONS  
1601 W. JEFFERSON, MAIL CODE 55302  
ATTN: CENTRAL PURCHASING UNIT  
PHOENIX, ARIZONA 85007

**HAND DELIVERY - OVERNIGHT MAIL**

ARIZONA DEPARTMENT OF CORRECTIONS  
1645 W. JEFFERSON  
4<sup>th</sup> FLOOR, SUITE 4401  
PHOENIX, ARIZONA 85007

**An on-site has been scheduled. See Special Terms and Conditions, Page 1, Item 1.3 for details.**

In accordance with A.R.S. § Title 41, Chapter 23 A.A.C.R.2-7-336; quotations for the materials or services specified will be received by the Department of Corrections, at the above specified location, until the time and date cited.

Quotations must be in the actual possession of the Department of Corrections on or prior to the time and date, and at the location indicated above. Late quotations will not be considered.

All quotations must be completed in ink or typewritten, delivered to the above address. Quotations may also be returned via facsimile to 602-364-3780. Additional instructions for preparing a quotation are provided in Instruction for Quotations.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE QUOTATION.**

REQUESTING AGENCY:

Arizona Department of Corrections, ASPC-Tucson

MATERIAL, SERVICE AND/OR CONSTRUCTION:

Heating System Repair

CONTRACT TYPE:

Firm Fixed Price

CONTRACT TERM:

Single Requirement

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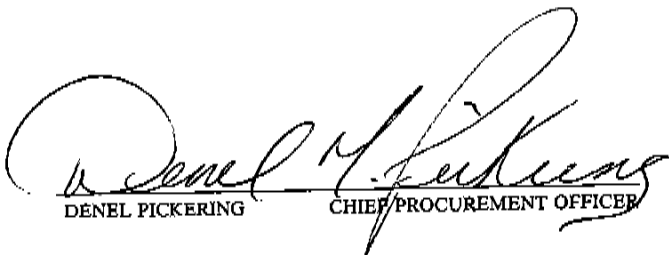
\* An Equal Employment Opportunity Agency\*

  
BUYER: Dale Allen(602) 542-1172

PHONE

April 15, 2005

DATE

  
DENEL PICKERING

CHIEF PROCUREMENT OFFICER

**OFFER AND ACCEPTANCE****ARIZONA DEPARTMENT  
OF CORRECTIONS****QUOTATION NO.****DC050382****OFFER****SUBMIT THE ORIGINAL OF THIS FORM TO THE DEPARTMENT OF CORRECTIONS, 1601 WEST JEFFERSON, MAIL CODE 55302, PHOENIX, ARIZONA 85007.**

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

SALES TAX PERCENT: \_\_\_\_ % (See Instructions for Quotations, Paragraph 4.)

Arizona Transaction (Sales) Privilege Tax

For clarification of this offer, contact:

License No.: \_\_\_\_\_

Name: \_\_\_\_\_

Federal Employer Identification

Phone: \_\_\_\_\_

No.: \_\_\_\_\_

Fax #: \_\_\_\_\_

\_\_\_\_\_  
Company Name\_\_\_\_\_  
Signature of Person Authorized To Sign Offer\_\_\_\_\_  
Address\_\_\_\_\_  
Printed Name\_\_\_\_\_  
City\_\_\_\_\_  
State\_\_\_\_\_  
Zip\_\_\_\_\_  
Title

Small business certification: Vendor is \_\_\_\_\_ /is not \_\_\_\_\_ a small business (less than 100 employees \_\_\_\_\_ or has gross revenues of \$4 million or less \_\_\_\_\_.)

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the State.

Heating System Repair for ASPC-Tucson

This contract shall henceforth be referred to as Contract No. DC050382. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor has received purchase order or contract release document.

State of Arizona, Department of Corrections  
Awarded this \_\_\_\_ Day of \_\_\_\_\_ 2005

\_\_\_\_\_  
Denel Pickering, Chief Procurement Officer

# STATE OF ARIZONA

## Instructions For Quotations

1. **SUBMISSION:** Quotations shall be signed where applicable and received as designated on the cover page no later than as indicated.
2. **OPENING:** This is an informal Quotation which will not be read at a public opening; however, the information may be publicly reviewed after an award.
3. **STANDARD PROVISIONS:** The State of Arizona's Uniform General Terms and Conditions where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the Department of Corrections, Purchasing Office.
4. **TAXES:** The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax, Sales Tax, if any, should be indicated as a separate item.
5. **QUOTE REJECTION:** The State reserves the right to reject any, or all, Quotations, combinations of items, or lot, and to waive defects or informalities.
6. **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any Quotation which proposes like a quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your Quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.
7. **ERASURES:** Erasures, interlineations or other modifications must be initialed by the individual signing the Request for Quotation.
8. **UNIT PRICE:** In case of error in the extension prices in the Quotation, the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
9. **PAYMENT DISCOUNT:** Payment discount periods will be computed from the date of receipt of materials or services or correct invoice, whichever is later, to the date State's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the Quotation price in determining the low quote. However, the State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **SOURCE SELECTION:** This procurement is restricted to small business. A small business is one that, including its affiliates is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full time employees or which has gross receipts of less than \$4 million in its last fiscal year.
11. **SOURCE SELECTION CLARIFICATION:** Source Selection will apply only if Small Business Requirements under A.R.S. §41-2535, R2-7-335 are applicable for dollar amounts between \$1,000.00 and \$50,000.00.

# SPECIAL TERMS AND CONDITIONS

ARIZONA  
DEPARTMENT OF CORRECTIONS  
PAGE NO. 1

SOLICITATION NO. DC050382

## 1 SPECIAL TERMS AND CONDITIONS

### 1.1 Purpose

1.1.1 Pursuant to provisions of the Arizona Procurement Code, A.R.S. §41-2501, et. seq., the State of Arizona intends to establish a contract for Heating System Repair for ASPC-Tucson.

### 1.2 Questions, Clarifications or Interpretations

1.2.1 Any doubt as to the requirements of the Fax on Demand or any apparent omissions or discrepancies shall be presented to the Department of Corrections Purchasing Office in writing. The Department will then determine the appropriate action necessary, if any, and issue a written amendment to the Fax on Demand.

1.2.1.1 Any questions relating to the solicitation should be sent to the following:

Address: 1601 W. Jefferson, Mail Code 55302,  
Phoenix, AZ 85007  
Phone: 602-542-1172  
Fax: 602-364-3780

### 1.3 On-Site Meeting

1.3.1 An On-Site Meeting will be held at 10:00 a.m. on April 27, 2005, at the Arizona State Prison Complex - Tucson. The purpose of this inspection is for the visual evaluation of the required bid task and familiarization with the facilities prior to submitting a bid. No further on-site inspection will be held at any other time.

Any bidder wishing to attend the inspection at the facility should contact Robert Federico at (520) 574-0024 ext. 2333 by no later than 3:00 p.m. on April 25, 2005.

Please be prepared to give the following information: Name of person(s) attending, social security number(s) and date(s) of birth. Anyone wishing to attend must get prior approved clearance before entering a state prison. Attenders **shall not** wear orange clothing while on state prison property.

**SPECIAL TERMS AND CONDITIONS**

ARIZONA

DEPARTMENT OF CORRECTIONS

**SOLICITATION NO. DC050382****PAGE NO. 2****1.4 Price Reduction**

1.4.1 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

**1.5 Cancellation**

1.5.1 The Department of Corrections reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of this contract. The Department of Corrections will issue written notice to the contractor for acting or failing to act as in any of the following:

- The contractor provides material that does not meet the specifications of this contract;
- The contractor fails to adequately perform the services set forth in the specifications of this contract;
- The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- The contractor fails to progress in the performance of this contract and/or gives the Department of Corrections reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the Department of Corrections. Failure on the part of the contractor to adequately address all issues of concern may result in the Department of Corrections resorting to any single or combination of the following remedies:

- Cancel any contract;
- Reserve all rights or claims of damage for breach or any covenants of the contract;
- Perform any test or analysis on materials for Compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;

**SPECIAL TERMS AND CONDITIONS****SOLICITATION NO. DC050382****ARIZONA  
DEPARTMENT OF CORRECTIONS  
PAGE NO. 3****Cancellation Con't**

In case of default, the Department of Corrections reserves the right to purchase materials or to complete the required work in accordance with the Arizona Procurement Code. The Department of Corrections may recover any actual excess costs from the contractor or by:

- Deduction from unpaid balance;
- Collection against the bid and/or performance bond, or;
- Any combination of the above or any other remedies as provided by law.

**1.6 Safety Standards**

- 1.6.1 All items supplied on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

**1.7 CRIPA**

- 1.7.1 The Arizona Department of Corrections (ADC ) entered into an agreement with the Department of Justice regarding the matter of United States of America vs. Department of Corrections, et al. (Civil Action No. 97-476-PHX-ROS). The agreement affects all correctional and non correctional staff with female inmate contact, including contract providers.

- 1.7.1.1 The areas that impact the contract are: 1) backgrounds on existing staff; 2) stringent pre-employment screening practices for future staff; 3) pre-service and in-service training; 4) mandatory staff participation in sexual misconduct investigations; and 5) minimization of one on one situations where a female inmate and male staff are alone together.

**THE AGREEMENT REQUIRES:**

- 1.7.1.2 Background checks on all current non-correctional staff with female inmate contact. Any staff that has been convicted of or pled guilty to any felony charge from contact with a female inmate will be removed from their position.
- 1.7.1.3 All future staff with significant female inmate contact will require extensive pre-employment screening.

**SPECIAL TERMS AND CONDITIONS****SOLICITATION NO. DC050382****ARIZONA  
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PAGE NO. 4****CRIPA Con't**

- 1.7.1.4 All ADC contractors will now be required to provide for each new applicant: 1) a complete background questionnaire to include drivers license number and record, past employment, past education, references, criminal arrest and criminal record; 2) be fingerprinted and screened by the Federal Bureau of Investigations; 3) NCIC/ACIC records check including law enforcement agency check or agencies where applicant has lived; 4) military discharge status; 5) investigation of whether applicant has ever worked in ADC prisons, and if so, whether they were the subject of investigations and allegations of inappropriate staff-inmate behavior; and, 6) tests to access personality to be scored by a professional psychologist.
- 1.7.1.5 ADC will perform the background checks at no charge to the contractor, however, the contractor is responsible for the psychological testing, analysis, and personal interviews that may be required as a result of an appeal and submission of the scoring/report for review by the Department, prior to finalization of the hiring process.
- 1.7.1.6 All current and future contract staff will be required to view a video describing inappropriate staff-inmate behavior. There will be a requirement that all staff will acknowledge in writing viewing of the video. ADC will provide the video to contract providers.
- 1.7.1.7 Pre-employment training will include at least eight (8) hours of specific topics relating to inappropriate staff-inmate behavior. ADC's video will be included in the curriculum. (Subject to clarification at a later date by the parties to the agreement, the training may be made part of the New Employee training to be provided within the first sixty (60) days of employment.)
- 1.7.1.8 ADC will provide the selected contractor with a copy of the lesson plan for their use. The plan will include the topics and procedural changes affecting staff working with female inmates. In-service training covering inappropriate staff-inmate behavior and viewing of video. The number of hours for in-service will be determined at a later date.
- 1.7.1.9 ADC will also provide a copy of the lesson plan for use by the contractor.

**SPECIAL TERMS AND CONDITIONS****SOLICITATION NO. DC050382****ARIZONA  
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PAGE NO. 5****1.8 Licenses**

1.8.1 Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the contractor. Should the awarded contractor choose to sub-contract any portion of the job, the following requirements are necessary according to the Arizona Revised Statute § 32-1121, Professions and Occupations: This requirement applies to both in-state and out of state contractors.

- The awarded contractor must have an Arizona Contractors License if the cost of material and installation exceed \$ 750.00.

Contractors License No. \_\_\_\_\_

Type of License: \_\_\_\_\_

State of License: \_\_\_\_\_

- The sub-contractors license number and type must be identified in the contractor's solicitation submitted.

Sub-Contractors Name \_\_\_\_\_

Sub-Contractors License No. \_\_\_\_\_

Type of License: \_\_\_\_\_

State of License: \_\_\_\_\_

**1.9 Security**

1.9.1 Vendor shall, forty-eight hours prior to starting his work, supply the full names, dates of birth and social security numbers for all his employees and subcontractor employees who may be working at the job-site, to Robert Federico at (520) 574-0024 ext. 2333, for advance security clearance.

1.9.2 Vendor will be required to perform all work in conjunction with the Security Unit while on the institutional grounds and shall be responsible for all personnel employed by their firm to ensure that institutional dress codes and overall policies are followed.



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PAGE NO. 6****1.10 Insurance**

1.10.1 The successful contractor will be required to provide the following Certificate of Insurance within five (5) days after receipt of written notice of intent to award this contract. The contractor must furnish the State, certification from insurer(s) for coverage in the minimum amounts as stated below. The coverage shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

**GENERAL LIABILITY INCLUDING**

COMPREHENSIVE FORM  
PREMISES OPERATIONS  
CONTRACTUAL  
INDEPENDENT CONTRACTOR  
PRODUCT/COMPLETED OPERATIONS HAZARD  
PERSONAL INJURY

BROAD FORM PROPERTY DAMAGE  
EXPLOSION AND COLLAPSE (If applicable)  
UNDERGROUND HAZARD (If applicable)

**LIMITS OF LIABILITY**  
**MINIMUM - EACH OCCURRENCE**

**BODILY INJURY**

Per Person	\$ 1,000,000
Each Occurrence	\$ 2,000,000
Property Damage	\$ 1,000,000
OR	

**Bodily Injury****AND****Property Damage**

Combined	\$ 1,000,000
Comprehensive Auto Liability Including Owned, Hired and Non-Owned	Same as above

Umbrella Liability	Necessary if underlying not above minimum
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**SPECIAL TERMS AND CONDITIONS****SOLICITATION NO. DC050382****ARIZONA  
DEPARTMENT OF CORRECTIONS  
PAGE NO. 7****Insurance Con't**

Worker's Compensation of  
Employer's Liability  
Statutory (each accident) \$ 500,000

\*\*\*\*\*

Other, if any - personal liability

\*\*\*\*\*

State of Arizona, its Departments, Boards and Commissions must be added as additional insurers, as required by Statute, Contract or other request. It is agreed that any insurance available to the contractor shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. **THE INSURANCE CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.**

The successful contractor, will have five (5) days after receipt of written notice to submit a copy of the attached Certificate of Insurance, form DOC221A.

**NOTE: No other Certificate of Insurance Form is acceptable. A copy of complete DOC221A must be forwarded to:**

Arizona Department of Corrections  
Central Purchasing Unit, MC 55302  
1601 W. Jefferson  
Phoenix, Arizona 85007

**ATTENTION: Contract DC050382**

1.11 Notice Warning

- 1.11.1 Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.

Definition A.R.S. § 13-2501:

**SPECIAL TERMS AND CONDITIONS****SOLICITATION NO. DC050382****ARIZONA  
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PAGE NO. 8****1.12 Contraband**

1.12.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.)

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

**1.13 Rejection of Bids**

1.13.1 The Arizona Department of Corrections, at its discretion may reject any and/or all bids.

**1.14 Evaluation**

1.14.1 This contract shall be awarded to the lowest, responsive, responsible vendor meeting the minimum specifications and requirements set forth in this Request for Quotation, including criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for the specified purpose.

**1.15 Completion Time**

1.15.1 As completion of the project will be an important consideration in awarding this bid, the vendor shall indicate the number of days required to begin the work and the number of days to complete the project based on the receipt of a purchase order.

Number of days to begin work \_\_\_\_\_

Number of days to complete work \_\_\_\_\_

**SPECIAL TERMS AND CONDITIONS****SOLICITATION NO. DC050382****ARIZONA  
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PAGE NO. 9****1.16 Eligible Agencies**

1.16.1 Any contract resulting from this solicitation shall be for the exclusive use of the Arizona Department of Corrections.

**1.17 Bidding Conditions**

1.17.1 At the time of the opening of the bid, each bidder shall be presumed to have inspected the site, and to have read and be thoroughly familiar with the contract documents, including all addendums. The bidder shall satisfy himself as to the nature and locations of the work and the general and local conditions. The bidder shall gain full knowledge as to the employment of labor, transportation, disposal handling and storage material, availability of water, electric power and all other facilities in the area that will have a bearing on the performance of this work and the contract for which he submits his bid.

**1.18 Safety Requirements**

1.18.1 Contractor shall provide and maintain all necessary barricades and other reasonable safeguards required to ensure the safety of personnel, inmates and pedestrians.

1.18.2 Contractor shall provide proper means of ventilating occupied area when installing or working with noxious materials, so as not to cause inconvenience or conditions hazardous to the health of personnel or inmates.

1.18.3 Contractor shall provide protection for the existing building(s). Damage to any part of the existing building(s) due to negligence on the part of the contractor or his workmen shall be remedied by the contractor to the full satisfaction of the owner.

**1.19 Final Inspection**

1.19.1 There will be a final inspection by a representative from the Arizona State Prison Complex-Tucson, prior to acceptance of work and final payment.

**1.20 Housekeeping**

1.20.1 During the course of the proposed project, the contractor shall be responsible for properly organizing all activities on the job site to the extent that good housekeeping is practiced at all times as the job progresses, work shall be kept in a neat and orderly fashion.

1.20.2 A safe access way to all work areas shall be maintained at all times. Materials, tools and equipment must be stored in a safe and secure manner to prevent harm or damage to persons or property. Open containers must be resealed and transported off premises. Used rags and other debris shall be removed off the premises and all items disposed of properly.

**SPECIAL TERMS AND CONDITIONS****SOLICITATION NO. DC050382****ARIZONA  
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PAGE NO. 10****1.21 Taxes**

1.21.1 This is not a tax exempt project. The Contractor will be responsible for all applicable taxes incurred in the construction of the project.

**1.22 Rules and Regulations**

1.22.1 Attention of the bidders is called to the requirements of the document Rules and Regulations for Non-Employees of the Department of Corrections in an Arizona State Prison Complex, which are bound herein and which shall be adhered to in all respects.

1.22.2 The last page of the Rules and Regulations document requires a signature, acknowledging having read and understood both of the above mentioned documents. This document shall be furnished to the successful vendor.

1.22.3 Should the owner require signatures of other parties such as subcontractor or persons directly or indirectly employed by the contractor, it shall be the contractor's responsibility to obtain such signatures. The signed document must be submitted within ten (10) days of notification of intent to award.

**1.23 Investigations**

1.23.1 The Arizona Department of Corrections reserves the right to make investigations, as deemed necessary, to determine the ability of the contractor to perform the specified work. The contractor shall furnish to ADC all such information and data for this purpose as may be requested. ADC reserves the right to reject any bid if evidence submitted or investigation fails to satisfy the owner that the contractor is properly qualified to carry out the obligations of the solicitation. Conditional bids shall not be accepted.

**1.24 Warranty****1.24.1 Vendor warrants:**

1.24.1.1 That all services performed hereunder shall conform to the requirements of this contract.

1.24.1.2 That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship. The warranty period on workmanship and materials shall be a minimum of ninety (90) days from date of installation. Parts which in the normal trade practice carry a warranty in excess of ninety (90) days, shall be subject to the normal warranty.

1.24.1.3 The vendor agrees that he will, upon presentation, exchange for credit or like items all defective parts.

## **SPECIAL TERMS AND CONDITIONS**

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1.25 Regulations

1.25.1 Regulations: Comply with all applicable codes, rules and regulations.

1.25.2 Permits: Vendor will obtain and pay for all required permits and licenses.

1.26 Award

1.26.1 It is the intention of the Department of Corrections to award a single contract for all of the proposed work.

**SPECIAL TERMS AND CONDITIONS****SOLICITATION NO. DC050382****ARIZONA  
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PAGE NO. 12****1.27 Millennium Compliance****1.27.1 Hardware, Software, or Firmware Contracts:**

**1.27.1.1** Notwithstanding any other warranty or disclaimer of warranty in this contract, the contractor warrants that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date/time data (including but not limited to calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this contract properly exchanges date/time data with it. If this contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. This warranty shall survive the expiration or termination of this contract. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this contract. In addition, the defense of force majeure shall not apply to the failure of the contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

**1.27.2 Contracts not involving Hardware, Software or Firmware:**

**1.27.2.1** Notwithstanding any other warranty or disclaimer of warranty in this contract, the contractor warrants that all products delivered and all services rendered under this contract shall comply in all respects to performance and delivery requirements of the specifications and shall not adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this contract. In addition, the defense of force majeure shall not apply of the contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

**SPECIFICATIONS****SOLICITATION NO. DC050382****ARIZONA  
DEPARTMENT OF CORRECTIONS  
PAGE NO. 13****2 TASK**

2.1 Vendor is requested to provide pricing for the herein specified service, **Heating System Repair for ASPC-Tucson, F.O.B. Destination Freight Prepaid**, to the following Arizona Department of Corrections location:

2.1.1 Arizona State Prison Complex - Tucson  
10000 S Wilmot Road  
Tucson, AZ 85734

**3 GENERAL SPECIFICATIONS/REQUIREMENTS**

- 3.1 This Solicitation No. DC050382 will be the only formal contract that will be issued. The Arizona Department of Corrections will not enter into or sign any other form of contract or agreement(s) from the vendor of award.
- 3.2 Repair Heating System for Rincon Minors Education Gym Building #49, as per the following specifications.
- 3.3 Replace the return air temperature transmitters as needed in the six zones above the ceiling.
- 3.4 Calibrate all six transmitters and panel receiver controller for space temperature set point control.
- 3.5 Replace two defective multi zone unit actuators and the mixed air damper controls including a 75 degree outside air high limit controller.
- 3.6 Replace the four missing pressure/electric switches for the zone electric strip heaters, rewire, and set them for the three stages as per original design.
- 3.7 Remove all wiring and the four stage electric heat strip unit from the supply duct for each air handler unit serving the classrooms.
- 3.8 Install a new four stage strip heat unit with all controls and safety devices in place of the old units.
- 3.9 Reconnect the thermostat wiring, 480 volt primary wiring and low voltage control wiring to the new strip heater.
- 3.10 Test thermostat for proper function, replace thermostat if necessary.
- 3.11 All calibration shall be performed to ensure proper sequence of operation.



**PRICE SHEET**

ARIZONA

DEPARTMENT OF CORRECTIONS

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**4 PRICING**

- 4.1 The bidder proposes to furnish all labor, material and services to perform all work necessary for the Heating System Repair for ASPC-Tucson, in accordance with the scope of work and the specifications herein for the lump sum:

\_\_\_\_\_  
(Written Amount)

Dollars \$ \_\_\_\_\_

**NOTICE:**

The vendor acknowledges that all products delivered and all services rendered under any contract resulting from this solicitation shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related Year 2000 issues. The vendor further acknowledges that the defense of force majeure shall not apply to its failure to perform specification requirements as a result of any date-related data Year 2000 issues.

SALES TAX PERCENT: \_\_\_\_\_%, (See Uniform Instructions to Offerors for Formal Solicitation, Paragraph 3.10.)

PROMPT PAYMENT DISCOUNT: The price(s) quoted herein can be discounted by: \_\_\_\_\_%, if payment is made within \_\_\_\_\_ days.

**PLEASE CHECK THE APPROPRIATE SELECTION BELOW THAT APPLIES TO YOUR COMPANY:**

- |   |   |  |  |
|---|---|--|--|
| <input type="checkbox"/> 0. Non-Small/Non-Minority/Non-Disabled     | <input type="checkbox"/> 1. Small Business                                | <input type="checkbox"/> 2. Minority Owned Business        | <input type="checkbox"/> 3. Women Owned Business                 |
| <input type="checkbox"/> 4. Owned By Disabled Individual            | <input type="checkbox"/> 5. Small Business/Minority Owned                 | <input type="checkbox"/> 6. Small Business/Women Owned     | <input type="checkbox"/> 7. Small Business/Disabled Owner        |
| <input type="checkbox"/> 8. Minority-Women Owned Business           | <input type="checkbox"/> 9. Disabled-Minority Owner Business              | <input type="checkbox"/> 10. Disabled-Women Owned Business | <input type="checkbox"/> 11. Small Business/Minority-Women Owned |
| <input type="checkbox"/> 12. Small Business/Disabled-Minority Owned | <input type="checkbox"/> 13. Small Business/Disabled-Minority-Women Owned |  |  |



# CERTIFICATE OF INSURANCE

**SOLICITATION NO. DC050382**

ARIZONA STATE  
DEPARTMENT OF CORRECTIONS  
1601 W. Jefferson  
MC #55302  
PHOENIX, ARIZONA 85004

**VENDOR**
**COMPANY  
LETTER**
**COMPANIES AFFORDING  
COVERAGE**
**Current  
A.M. Best  
Rating**
**NAME AND ADDRESS OF INSURANCE AGENCY:**
**A**
**B**
**NAME AND ADDRESS OF INSURED:**
**C**
**D**

This is to Certify that the Policies of Insurance listed below have been issued to the Insured Named above for the Policy period indicated.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YR)	POLICY EXPIRATION DATE (MM/DD/YR)	LIMITS (.000)
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Occurrence- Claims Made <input checked="" type="checkbox"/> Owner's & Contractors Prol. <input checked="" type="checkbox"/> Per Project Product/Completed Operations				Commercial Aggregate Products-Camp/OP AGG. Personal & ADV. Injury Each Occurrence Fire Damage (Any One Fire) Med. Expenses (Any One Person)
	<b>AUTOMOBILE LIABILITY</b> Any Auto All Owned Autos All Owned Autos (Other than Priv. Pass) Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage
	<b>PROFESSIONAL LIABILITY</b> <input type="checkbox"/> Type <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Each Occurrence Aggregate
	<b>EXCESS LIABILITY</b> Umbrella Form Other than Umbrella Form				Each Occurrence Aggregate
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				<b>Statutory Limits</b> Each Accident Disease-Policy Limit Disease-Each Employee
	<b>Builders Risk</b>				
	<b>Other</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:**

STATE OF ARIZONA AND THE DEPARTMENT NAMED ABOVE ARE ADDED AS ADDITIONAL INSURERS AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

**CERTIFICATE HOLDER/ADDITIONAL INSURED**  
 Arizona Department of Corrections  
 1601 W. Jefferson, M/C 55302  
 Phoenix, AZ 85007

**AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY**

SIGNATURE  
DATE

**ATTACHMENT****ARIZONA  
DEPARTMENT OF CORRECTIONS****RULES AND REGULATIONS FOR NON-EMPLOYEES OF  
DEPARTMENT OF CORRECTIONS IN ARIZONA STATE PRISON****SOLICITATION NO. DC050382****PAGE NO. 1****POLICY STATEMENT:**

While the institution recognizes the need of non-staff personnel to have in their possession certain personal items, limits are necessary for the security and safe operation of the institution.

**PROCEDURES:**

1. All persons entering the institution are subject to search prior to entry and while on the grounds of the institution. All non-staff personnel will, at all times, remain in their authorized area under the direction of the project coordinator.
2. Persons are allowed the materials necessary for the performance of their duties.
3. All non-staff personnel may have in their possession the following:
  - A. A wallet with normal contents, ie.,
    1. photos and personal papers.
    2. currency not to exceed \$20.00 (Twenty Dollars). Excess will be reported to the shift commander prior to entry.
    3. no credit cards or checkbooks are allowed.
  - B. Handkerchief and comb.
  - C. Tobacco products and smoking apparatus for normal daily use.
  - D. Keys as necessary (auto and home). Fingernail clipper.
  - E. Confectionary items (gum, candy, etc.)
  - F. Watch and rings.

**ATTACHMENT****ARIZONA  
DEPARTMENT OF CORRECTIONS****RULES AND REGULATIONS FOR NON-EMPLOYEES OF  
DEPARTMENT OF CORRECTIONS IN ARIZONA STATE PRISON****SOLICITATION NO. DC050382****PAGE NO. 2**

4. All persons are prohibited from introducing medication drugs into the institution grounds unless such a medication has been properly prescribed by a licensed physician and is in the original prescription container.
  - A. Medications of a stimulate nature, i.e., Dexedrine, Preludins, Tenuate or any other appetite suppressant or any hypnotic-type drug, are specifically prohibited on institution property. Persons who are taking this type of medication prior to coming to the institution will report this fact to the Shift Commander, prior to reporting to their authorized area.
  - B. Persons taking medications of the tranquilizer class, i.e., Valium, Librium, Miltown or any of the anti-depressant class, i.e., Sinequan, Triavil, Elavil or any mood modifying drug of any type; Pain medications i.e., Percodan, Percocet, hydrocodone (Vicodin), Tylenol with codine, propoxphene, etc., will report this fact to the Shift Commander prior to going to their authorized area. Possession of these types of drugs on prison grounds will be limited to that amount necessary during one eight hour shift.
  - C. Personnel taking any other class of medication i.e., antihistamines, antihypertensives, anticholingerics, etc., are limited in the introduction of only such amount of medication as will be required during the period of one eight hour shift, and the fact will be reported to the Shift Commander.
1. Any deviation from this policy must be cleared with the warden of the unit. Persons violating this policy may subject themselves to eviction from institution property and/or prosecution.

NOTE: If anyone loses or has stolen any personal items in his possession, the institution will attempt to retrieve the items, but cannot guarantee the return thereof nor provide reimbursement.

**ATTACHMENT****ARIZONA  
DEPARTMENT OF CORRECTIONS****RULES AND REGULATIONS FOR NON-EMPLOYEES OF  
DEPARTMENT OF CORRECTIONS IN ARIZONA STATE PRISON****SOLICITATION NO. DC050382****PAGE NO. 3**

The following Arizona Revised Statutes dealing with inmate and non-staff member relationships require your strict adherence at all time during your stay at the Arizona State Department of Corrections.

ARS 31-204 Interest of employee and non-employee in contracts, gifts to or for prisoner: penalty

- A. No non-staff member shall be interested in any contract or purchase made by anyone for or on behalf of the prison, or receive, directly or indirectly, compensation for his services other than prescribed by the administrator of the institution, nor shall he receive any compensation whatever for any act or services he performs for or on behalf of a contractor, or any agent or employee of a contractor.
- B. No non-staff personnel, without permission of the administrator shall make a gift or present to or receive a gift from an inmate, or barter or deal with an inmate.
- C. Any person violating this section shall be discharged from office or service, and every contractor, or employee or agent of a contractor, shall not be permitted to act or serve again as such contractor, agent or employee.

ARS 31-231 Unauthorized communication with prisoners: penalty

A person not authorized by law who, without the permission of the officer in charge of the state prison, communicates with a person imprisoned or detailed therein, or who takes any letter, writing, literature or reading matter to or from a person imprisoned or detained therein, is guilty of a misdemeanor.

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**Signature**

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**Date**